



CITY OF ROCKVILLE

PURCHASING DIVISION
111 MARYLAND AVENUE
ROCKVILLE, MD 20850

REQUEST FOR PROPOSAL

RFP Number:

20-12

Public Works Equipment, Supplies & Support Services

PROPOSAL MUST BE RECEIVED BEFORE:

2:00 P.M. Eastern Time on Friday, March 30, 2012

MAIL PROPOSAL TO:

City of Rockville
Purchasing Division
111 Maryland Avenue
Rockville, MD 20850

HAND DELIVER AND/OR
EXPRESS MAIL TO:

City of Rockville
Purchasing Division
111 Maryland Avenue
Rockville, MD 20850

Show RFP Number, Opening Date and Time on Return Envelope, Package, Box, Etc.

NOTE: PROPOSAL must be received at **City of Rockville Purchasing Division Office** before the hour and date specified for receipt of proposal.

Sealed proposals will be received until the date and time established for receipt. After receipt, only the names of proposers will be made public. Prices and other proposal details will only be divulged after the award, if one is made.

REFER INQUIRIES TO:

Jonathan Pierson, C.P.M.
City of Rockville
Purchasing Division
(240) 314-8433
E-Mail: jpierson@rockvillemd.gov

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Exhibit A –	Percentage & Tiered Discounts By Entire Catalogue Category	75 Pages
Exhibit B –	Rates For Related Services	17 Pages
Exhibit C –	Affidavit	01 Pages
Exhibit D –	Percentage & Tiered Discounts For Entire Catalogue	37 Pages

**EXHIBITS A, B & D HAVE BEEN LOADED, IN THEIR ENTIRETY, ON THE CITY'S
WEB SITE AND THE E-MARYLAND MARKETPLACE**

SECTION 1 INTRODUCTION

1.1 Introduction

The City of Rockville, Maryland (COR) is seeking Request for Proposals to establish a cost-effective system for purchasing its Public Works related equipment, supplies and support services. The City of Rockville is the third largest city in Maryland with a population of 64,860, and is the county seat of Montgomery County. It occupies 13.03 square miles within the metropolitan Washington, D.C. area and is located twelve miles northwest of the nation's capital. A major portion of the prestigious I-270 corridor is within the City's corporate limits.

The City of Rockville operates under the council-manager form of municipal government and derives its governing authority from a charter granted by the General Assembly of Maryland in 1860. The governing body is the Mayor and Council, which formulates policies for the administration of the City. The Mayor and Council are composed of a mayor and four council members elected at large for two-year terms. The mayor is chosen on a separate ballot. The city manager is appointed by the Mayor and Council to serve as the City's chief executive officer. As mandated by state law, Montgomery County provides school, library, social services, and fire protection in Rockville. In addition to the Montgomery County Police, Rockville residents are served by the City's own Police Department. In addition, Rockville provides services in the areas of Community Planning and Development Services, Public Works, and Recreation and Parks.

The City's Public Works Department has a Division of Operations & Maintenance, which is responsible for street, water systems and sewer systems maintenance. Currently, the City procures approximately \$ 750,000.00 in commodities a year for this Division from numerous manufacturers and resellers utilizing a combination of spot market competitive and non-competitive processes.

Proposals should include, but need not be limited to Pipe, Valves, Hydrants, Metering Systems, Backflow Devices, Irrigation, Manholes, Castings, Wire, Cable, Transformers, Switches, Poles, Metering Systems, Lamps, Lighting, and other related Industrial Pipes, Valves and Fittings, Pressure Reducing Valves, Frames & Covers, Water Resistant Frames & Covers, Frames & Grates, Trench Drains, Extension Rings, Tree Grates, Traps & Hoods, Scuppers, Risers, and Detectable Warning Plates. Additionally, the proposals should include, but need not be limited to related products and services such as Leak Detection, Inventory Management, Job Management, Estimating Software, Water Systems Audits, Hot-Tapping, Manhole Rehabilitation, Line Stopping, Control Valve Testing & Repair, Plasma Burning Of Plate & Sheet, Valve Actuation, Automation/Control and Repair/Rebuilding, Custom Cutting & Machining, Logo & Messaging Customization, Product Design, Proof Load Testing, Service Load Designation, etc..

A pre-proposal meeting is scheduled for Tuesday, March 13, 2012 at 10:00 A.M. (EST) in the Mayor & Council Chambers, on the 3rd Floor of City Hall, at 111 Maryland Avenue, Rockville, Maryland. Directions to Rockville's City Hall can be found at <http://www.rockvillemd.gov/parks-facilities/cityhall.htm>. Visitor parking is available on the upper lot and is marked with signage. Please ensure that you sign your vehicle in, once parked, to avoid ticketing and/or towing. In the event all visitor spaces are occupied, metered parking is available on South Washington Street and Vinson Street. Vendors are highly encouraged to attend the meeting. Please e-mail Jonathan Pierson at jpierson@rockvillemd.gov and indicate the number of people attending for your company.

Any questions or concerns regarding this Request for Proposal shall be directed *in writing* via e-mail or fax *prior to 2:00 P.M. (EST) on Friday, November 16, 2012*. All City of Rockville responses will be provided in the form of an addendum via the E-Maryland Marketplace.

All questions must be sent via e-mail to Jonathan Pierson, C.P.M., Contract Specialist at jpierson@rockvillemd.gov with the vendors name, and the statement "RFP # 20-12 Questions" in the e-mail's Subject Heading, otherwise, the question(s) may not be answered.

The City of Rockville specifically requests that Respondents restrict all contact and questions regarding this RFP to the above named individual.

NOTE: *It is the responsibility of proposers who download this RFP from the Maryland Marketplace (<https://ebidmarketplace.com/>) and to check the website for any addendums for this RFP. All such addendums issued by the City of Rockville prior to the time that proposals are received shall be considered part of the RFP, and the Respondent shall consider and acknowledge receipt of such in their response.*

In addition to the extension of the pricing to the City of Rockville, proposers are requested to extend the pricing, and all terms and conditions offered in their proposal to all other Metropolitan Washington Council of Government (MWCOG) members. In the event an award is made, the individual MWCOG members may or may not elect to use the agreement. General information about MWCOG and its members can be found at <http://www.mwcog.org/about/jurisdiction/>. A MWCOG Rider Clause has been added to the end of this document for proposers to fill out, and return with their responses.

SECTION 1 (CONTINUED)

1.2 Current Environment

Currently, the City of Rockville is acquiring its Public Works equipment, supplies and support services on the spot market using competitive processes and instruments, which vary in complexity and the amount of time to complete based upon the dollar value of individual needs as they arise. Orders are normally placed via e-mail, fax or phone.

1.3 Scope of Proposal

The City of Rockville is seeking Request for Proposals to establish a cost-effective system for purchasing equipment, supplies and support services, to include comprehensive turnkey installation and support solutions for its water, sewage and street infrastructures for its Public Works Department, as well as, other various Departments and Divisions as needs arise. The City of Rockville estimates that it purchases approximately \$750,000.00 annually in water, sewage and street infrastructure equipment, supplies, support services and related products.

It is the intent of the City of Rockville to automate the ordering and tracking process for the purchase of water, sewage and street infrastructure equipment, supplies and support services via the Intranet or Internet as much as possible. Vendor shall provide monthly reports as required by each City Department or Division. The City of Rockville reserves the right to make multiple awards to help ensure that the diverse needs of our Departments and Divisions are met.

Upon award, successful vendor(s) will be required to provide current catalogs and price lists via the Internet and hard copy as required per Departments and Divisions and to work with the City of Rockville in the implementation of agreement.

The scope of the proposal is to create numerous agreements covering a wide array of manufacturer product lines, which fulfill as many of our Departments and Divisions water, sewage and street infrastructure equipment, supplies, support services needs as possible. At the same time, we must ensure that best value and pricing has been obtained for each of these needs.

Vendor are encouraged to register on the State of Maryland's E-Maryland Marketplace. Information on how to register on the E-Maryland Marketplace can be found at <https://ebidmarketplace.com/regmain.asp>. All items offered must be available from vendor at the time of award. Should there be products or services, which are not currently listed in the vendor's Catalogue(s), the vendor, by submission of a price quotation shall agree to place the products or services in their Catalogue(s).

1.4 Statement of Work

The object of this Request for Proposal is to establish a cost effective, efficient and as automated as possible system for the purchase and distribution of water, sewage and street infrastructure equipment, supplies and support services, which are supportive of the needs and requirements of the City's Public Works operations. To accomplish this objective, the City of Rockville envisions an environment wherein its Departments and Divisions can obtain electronically most of their requirements for water, sewage and street infrastructure equipment, supplies and support services. A web page, specific to the City of Rockville that provides agreement pricing and products is desired.

Proposals will be considered for both professional and consumer grade products as long as the proposer distinguishes between the two grades. In the event the proposer fails to distinguish between the two grades, the proposer shall be responsible for providing professional grade products at the discount structures offered. Only products containing Original Equipment Manufacturer (OEM) parts will be considered for all equipment furnished. All equipment, components and accessories must be new and unused. **USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, OR DISCONTINUED EQUIPMENT, COMPONENTS AND ACCESSORIES ARE NOT ACCEPTABLE.** Operation and service manuals for all equipment and supplies, where available through the manufacturer, must be new, and must be delivered with each unit/system and must be written in English. All products must be delivered completely assembled and made ready for continuous operation, unless otherwise agreed to in writing by the City of Rockville or its designated representatives.

1.5 Proposer Special Requirements

In the proposed environment the successful proposer will be responsible for providing goods and services as per requirements.

- 1.5.1. No subcontract or third party personnel will be permitted to perform services described herein, without the written consent of the City of Rockville. Upon written request, the vendor shall provide copies of all applicable licenses and other written approvals, which may be held by its subcontractors in order to perform the services described herein.
- 1.5.2. Vendor shall indemnify and hold the City of Rockville harmless in the event vendor fails to comply with such law, rule, regulation, standard or requirement, with the result that the City of Rockville sustains any liability imposed against the City of Rockville whether or not the City of Rockville has contested the validity of such violation or fine; any loss due

SECTION 1 (CONTINUED)

to the delay of the contract's progress by reason of the noncompliance of contractor, including those incurred in the enforcement of any provision against contractor and/or his agents, employees or subcontractors and reasonable attorney's fees that may be necessary to defend any action resulting there from.

1.5.3. All information regarding claims is to be held confidential as allowable by the laws of the State of Maryland.

1.6 Vendor Qualifications

1.6.1. In the proposed environment the selected supplier(s) will be responsible for:

- 1.6.1.1. Necessary software and programming systems for electronic access.
- 1.6.1.2. Providing on-site technical and customer support services.
- 1.6.1.3. Automatic system implementation to assist the City on an on-going basis to reduce supply cost and administrative cost.
- 1.6.1.4. Offering, on a timely basis, a broad range of quality products at the lowest total delivered cost.
- 1.6.1.5. As requested, provide electronic feeds for billing purposes to a third party provider and/or bill through a web based invoice module and billing service provider.

1.7 Commitment

The City of Rockville makes no commitment to purchase any minimum or maximum quantity or dollar volume of products from the selected supplier(s). All utilization of this agreement will be on an as needed basis by City Departments and Divisions. In responding to this RFP, Respondents recognize that this may be a multiple award. The City of Rockville reserves the right to purchase like and similar products from other suppliers as necessary to meet operational requirements.

1.8 Contract Term

The intent of the Agreement is to provide water, sewage and street infrastructure equipment, supplies and support services as described within the requirements for five (5) years from date of award. All discounts, percentages, terms and conditions of the original agreement shall at least remain the same throughout the duration of the contract with the exception of price reductions, which may be offered at any time.

1.9 Cancellation

This agreement is subject to cancellation without penalty, either in whole or in part, if funds are not appropriated by the City's Mayor & Council, Montgomery County, the State of Maryland, and/or the Federal Government or otherwise not made available to the using Department or Division.

SECTION 2

REQUIREMENTS & SPECIFICATIONS FOR PURCHASING WATER, SEWAGE AND STREET INFRASTRUCTURE EQUIPMENT, SUPPLIES AND SUPPORT SERVICES

Proposers are requested to submit a complete response to each of the items listed below. Responses requiring additional space should be brief and submitted as an attachment to your proposal package

2.1 Pricing Structure

Pricing to be as follows:

- Percentage discounts from manufacturer's suggested list price and tier pricing shall be held firm.
- Proposers are encouraged to quote all categories, but this is not a requirement.
- Additional monetary incentives may be offered and may be considered in the evaluation of your offer.

Note: Failure to provide discount structures in the formats provided in Exhibit A, Exhibit B and/or Exhibit D may be grounds for the disqualification of a proposal, as determined by the City of Rockville.

Note: Failure to provide manufacturer suggested list pricing or the ability to access manufacturer suggested list pricing for discount structures offered in Exhibit A, Exhibit B and/or Exhibit D may be grounds for the disqualification of a proposal, as determined by the City of Rockville.

The following method of pricing is to be provided:

2.1.1. Percentage Discounts From Manufacturer's Suggested List Price (See Exhibits A, B and D)

The City of Rockville will use the following percentage and tiered discounts for entire catalogue and categories as listed in Exhibits A, B & D for pricing evaluation.

- 2.1.1.1. Please include discounts for the Catalogue Categories per the manufactures you represent in Exhibit A to include the list pricing or the ability to access list pricing related to these discounts. Manufacturers other than those listed will be considered.
- 2.1.1.2. Please Include hourly, daily, monthly and overtime rates for the Service Categories listed in Exhibit B, as well as Maintenance And Extended Warranty Plan rates to include detailed published literature for all services and plans offered, which describes what is offered. Services other than those listed will be considered.
- 2.1.1.3. Please include discounts for entire Catalogues per the manufactures you represent in Exhibit D (i.e. – any and all other Catalogue Categories not covered in Exhibit A) to include the list pricing or the ability to access list pricing related to these discounts. Manufacturers other than those listed will be considered.

Note: Proposers must be authorized resellers and authorized service representatives for all manufacturer(s), and manufacturer(s) services quoted.

2.1.2. Tiered Pricing

Tiered pricing will be applied when the total dollar of the purchase order exceeds referenced designated amounts.

- | | |
|-------------------------------|--|
| TIER I
\$25,000. | - An additional discount will be applied to orders equal to or exceeding \$10,000 but less than \$25,000. |
| TIER II
\$50,000. | - An additional discount will be applied to orders equal to or exceeding \$25,000 but less than \$50,000. |
| TIER III
\$100,000. | - An additional discount will be applied to orders equal to or exceeding \$50,000 but less than \$100,000. |
| TIER IV
\$200,000. | - An additional discount will be applied to order equal to or exceeding \$100,000 but less than \$200,000. |
| TIER V | - An additional discount will be applied to order equal to or exceeding \$200,000. |

SECTION 2 (CONTINUED)**2.2 On-Line Services**

All proposers shall provide on-line services to the City of Rockville and its Departments and Divisions at no additional cost.

In order to automate the supply ordering process using the Intranet or Internet, the following on-line services are desired. Please indicate service you will provide.

	YES	NO
On-line catalog(s)	_____	_____
Current product information	_____	_____
Vendor's current manufacturers suggested price list	_____	_____
Ability to configure on-line "build to order" system	_____	_____
Access to other vendor / manufacturer current product lines	_____	_____
Access to vendor / manufacturers product specifications	_____	_____
Ability to check stock availability	_____	_____
Ability to verify contract prices	_____	_____
Ability to track ordered shipments	_____	_____
Access to customer invoice/billing information	_____	_____
Ability to accept on-line orders to include an order confirmation number	_____	_____
Ability to provide electronic quotes at contract prices	_____	_____
Ability to provide electronic billing feeds and/or utilize web based invoice module as requested	_____	_____

Any additional on-line capabilities may be provided as an attachment to this proposal and may be used in the evaluation of your proposal. All on-line capabilities will be provided, including software and training at no additional charge to the City of Rockville.

2.3 Services**2.3.1. Delivery**

Shipments will be delivered to each City Department or Division as required. The shipment destinations may number in the hundreds. (For example: The City has a Stockroom, Public Works Maintenance Yard, Water Treatment Plant and various other buildings and/or locations throughout the City.) Delivery may be a factor in award.

For large quantities, the City of Rockville may elect to have shipment routed through its Stockroom.

	YES	NO
Delivery on stock items to be within 5-7 days after receipt of order.	_____	_____
Delivery & Installation on stock items to be within 5-15 days after receipt of order.	_____	_____
Delivery on Non-Stock items to be within 10-14 days after receipt of order.	_____	_____
Delivery & Installation on Non-Stock items to be within 10-30 days after receipt of order.	_____	_____
All shipments to be F.O.B. Destination. Freight prepaid and allowed (included). Proposer to be responsible for any and all freight claims.	_____	_____
Freight including special packaging to be provided at no charge.	_____	_____
Expedited Delivery (within 1 – 2 days), Express delivery charges to be billed if requested.	_____	_____
Expedited Delivery & Installation (within 1 – 2 days), Express delivery and installation charges to be billed if requested.	_____	_____
Provide asset tagging through bar coding, etc. as requested by the City.	_____	_____

SECTION 2 (CONTINUED)**2.3.2. Returns****YES NO**

Return authorization / Freight call tags will be provided to each customer as needed. _____

All returns to be with full credit issued and no re-stocking charges assessed. _____

Delivery resolutions to be handled, as quickly as possible, as determined by City _____

Vendor shall be responsible with his supplier(s) for returning faulty components _____

2.3.3. Accessibility**YES NO**

Internet ordering capability _____

Weekly on-site accessibility for quotes requiring a walk-through _____

E-Mail address accessibility _____

Telephone numbers _____

Faxing capabilities _____

After hours access to sales service representatives _____

2.3.4. Contract Support**YES NO**

Knowledgeable, service oriented sales representative assigned to each Department/Division as needed by the City. _____

Sales Representatives will be available for after hours, emergency needs. _____

Sales Representatives will be available on-site at least once a week. _____

Provide manufacturer's specifications as requested. _____

Provide training to all users for the on-line access to your products as well as implementation of on-line order capabilities offered through this agreement. _____

Provide for on site training for products purchased as needed. _____

Make available to customers' any/all value added products & services. _____

Make available loaner equipment, during repair of systems/equipment. _____

2.4 Manuals – Service/Operations/Parts**At time of installation, deliver the following:****YES NO**

Provide service/operation manual with equipment (written in English) hard copy. _____

Provide service/operation manual with equipment (written in English) CD-ROM. _____

Parts manual to be provided in hard copy and CD ROM. _____

SECTION 2 (CONTINUED)**2.5 Warranty****YES NO**

Assist departments with manufacturer's warranties. _____

Provide manufacturer's point of contact for services as needed _____

Loaner equipment provided during warranty repair for high use equipment. _____

WARRANTY: Any and all systems/equipment quoted shall have an on-site, parts and labor and travel warranty for a minimum period of one year. Warranty response will be no longer than one (1) business hour from the time the initial call is placed to the Vendor. This response shall be by telephone call or personal contact by a representative of the Vendor who is qualified to make proper disposition of the repair call. Vendor must provide all parts and labor service for a complete repair of system purchase within 24 business hours of initial notification. For each system, the awarded vendor must provide a single point of contact to the agency for notification of problems that may occur.

2.6 Billing Resolutions**YES NO**

In the case of a problem on a disputed invoice or charge, the vendor will provide necessary information, i.e. duplicate invoice, shipping information and proof of delivery at no extra charge to the City of Rockville within 5 business days of request. _____

All credit memos will reflect the purchase order number and the original invoice number in which charge was initiated. _____

2.7 Invoicing**YES NO**

Invoices for orders placed as a result of this Agreement will be sent to departments and divisions as instructed by the City of Rockville. _____

All invoice items to be billed identical to purchase order. _____

Descriptions of each item will be provided on invoice with corresponding manufacturer's model number. _____

The City of Rockville prefers both list price, applicable Discounts and actual amount to appear on each line item of every invoice. _____

Vendor to invoice per shipment/job _____

Each invoice to reference purchase order number _____

Ability to electronically feed invoices as requested by the City of Rockville either directly or through a third party provider _____

Ability to submit invoice to a web based invoicing system as requested by the City of Rockville, or any other Department or Division. _____

2.8 Payment**YES NO**

Ability to accept payment as Net 30 from individually billed Departments/Divisions. _____

Accept payment by procurement cards _____

Ability to accept payment through a centrally billed location _____

Ability to accept payment via Automated Clearing House (ACH) _____

SECTION 2 (CONTINUED)**2.9 Reporting**

Ability to provide the following:

Reports as required or requested by the City of Rockville, Montgomery County Maryland, the State of Maryland or the Federal Government of all Minority, Woman and/or small business expenditures made by the City through the use of any subsequent contract. The report format will be given to the successful vendor(s).

YES NO

Reports as required by the City of Rockville, Montgomery County Maryland, the State of Maryland, or the Federal Government of all recycled products purchased by the City through the use of any subsequent contract. The report format will be given to the successful vendor.

Monthly and yearly reports of City Department and Divisions expenditures, as well as, any other MWCOG member on disks as requested. The report format will be given to successful vendor.

2.10 Installation And Related Services

Where applicable, travel expenses for hotel and meals shall be billed at the City's per diem rate for installations and/or services. Information about these rates can be obtained by calling the City's Finance Department at (240) 314-8403. Receipts will be required for billing purposes. Proposers are to provide a listing of personnel with job responsibilities, qualification titles, and cost per man-hour for installations and/or services. This listing is to be updated and provided to the City of Rockville on a quarterly basis.

During installations and/or services, one supervisor shall be onsite at all times. Supervisor shall be able to speak English. All personnel are to be easily identified as employees of the contractor.

Upon request, and as needed, successful vendor shall provide the City of Rockville pricing for installations and/or services to include quoted technician prices and materials specific to the installations and/or services.

All technicians providing installations and/or services shall be certified and licensed as required by manufacture quoted.

Vendor shall be responsible for meeting with City designated representatives to brief and obtain written approval to proceed with installations and/or services prior to performing any and all work related to each individual job(s).

Vendor shall be responsible for providing Departments, Divisions and/or City designated representatives with a Statement of Work (SOW), as well as, any necessary drawings/schematics/blueprints for each individual job(s), which is to include any separation of responsibilities agreed upon between the vendor and the Department, Division and/or City designated representative. The Statement of Work cannot conflict with any terms and conditions set forth in the RFP, or any subsequent award without the written approval of the City's Purchasing Division.

Additionally, the following general terms and conditions shall apply to any and all installations and services:

- 2.10.1.** All work by the vendor shall be performed between the hours of 8:00 A.M. and 3:00 P.M., unless otherwise requested, only on working days observed by the City of Rockville. These working days are usually Monday through Friday of each week.
- 2.10.2.** The vendor shall be responsible for damage to the City of Rockville's equipment and/or the workplace and its contents by its work, negligence in work, and its personnel equipment. The vendor shall be responsible and liable for the safety; injury and health of its working personnel while its employees are performing service work.
- 2.10.3.** The vendor shall provide all labor and equipment necessary to perform this contract. All employees of the vendor shall be no less than 18 years of age, and shall be experienced in the type of work performed. No visitors, wives, husbands or children of the vendor's employees will be allowed in the workplace during working hours, unless they are bonafide employees of the vendor.
- 2.10.4.** The vendor shall at all times have a minimum of one (1) English speaking employee on the job and all employees shall be well-groomed and appropriately dressed at all times when on duty as determined by the City of Rockville.

SECTION 2 (CONTINUED)

- 2.10.5.** The City of Rockville is committed to maintaining an alcohol and drug free workplace. Possession, use or being under the influence of alcohol or controlled substances by vendor's employees while in the performance of this service is prohibited. Violation of this requirement shall constitute grounds for termination of this contract. In addition, vendor employees shall observe the City of Rockville's smoking policy.
- 2.10.6.** It is the intent of the City of Rockville to purchase goods, equipment, and services having the least adverse environmental impact, within the constraints of statutory purchasing requirements, departmental needs, availability, and sound economical considerations. Suggested changes and environmental enhancements for possible inclusion in future revisions of this specification are encouraged.
- 2.10.7.** The materials furnished under these specifications shall be the latest improved materials in current production, as offered to commercial trade, and shall be of quality workmanship and material. The bidder represents that all materials offered under these specifications is new. **USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, OR DISCONTINUED MATERIALS ARE NOT ACCEPTABLE UNLESS OTHERWISE SPECIFIED IN A STATEMENT OF WORK.**
- 2.10.8.** All materials not specifically mentioned which are necessary for the job to be completed and/or which are normally, furnished as standard materials shall be furnished by the vendor. All materials shall conform in strength, quality and workmanship to the accepted Standard of the Industry.
- 2.10.9.** The material(s) provided shall meet or exceed all Federal and State of Maryland Safety, Health, Lighting and Noise Regulations, and Standards in effect and applicable to the job at the time of work.
- 2.10.10.** The vendor shall comply with all Federal, State and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of this contract, including without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the vendor shall furnish the City of Rockville with satisfactory proof of its compliance therewith.
- 2.10.11.** Installation and related services shall be performed in accordance with this contract and individual agreed upon statements of work. The City of Rockville will decide all questions, which may arise as to the quality, or acceptability of work performed, the manner of performance and the rate of progress of the work, the interpretation of the specifications and the acceptable fulfillment of the contract on the part of the vendor.
- 2.10.12.** The vendor shall carefully remove any and all pre-existing equipment, or related hardware so as not to damage any of the existing system(s)/structures and shall replace any portions that may become damaged during removal with parts equivalent to size, color and quality as determined by the City of Rockville.
- 2.10.13.** All pre-existing equipment, or related hardware that is removed, upon the instruction of a City of Rockville designated representative, shall be disposed of off site in accordance with any and all federal, state, county and municipality rules and regulations, or delivered to the City of Rockville's surplus department.
- 2.10.14.** Any objects (e.g. – curbs, pipe, sidewalks, pavement, shrubs, trees, etc.) that need to be moved in order to perform the work shall be removed and restored to original positions and integrity prior to or upon completion of the work by vendor. Any costs associated with this clause shall be the responsibility of the vendor and should be taken into consideration when submitting Statements of Works off of any subsequent contract.
- 2.10.15.** Vendor's personnel shall be respectful and cautious of City of Rockville employees work areas, as well as, courteous to all City of Rockville staff, citizens, and visitors when working in areas where they are present as determined by the City of Rockville.
- 2.10.16.** All work shall be done in a clean, timely, and orderly manner as determined by the City of Rockville. All trash and debris shall be removed from site and discarded at the local landfill or designated trash receptacles at vendors expense. Dumpsters belonging to the City, City businesses or City residents may not be used.

SECTION 2 (CONTINUED)

2.11 Technical Proposal

Provide a detailed plan on how you propose to service the account based on your understanding of the current environment. Your response shall clearly detail the following.

- 2.11.1. Support – Provide detailed information with regard to the technical and customer support structure proposed including current resumes of key personnel assigned to support the City of Rockville.
- 2.11.2. Communication – Provide detailed information with regard to the proposed communication plan to inform City of Rockville users of the “contract” both from a start-up perspective and an on-going basis.
- 2.11.3. Invoicing – Provide detailed information with regard to proposed invoicing and order entry methods.
- 2.11.4. Performance – Provide detailed information with regard to proposed methods for managing and reporting performance, including monitoring and filling backorders.
- 2.11.5. Programs & Services - Provide detailed information with regard to any and all programs and/or services your company offers that shall be made available to the City of Rockville to help achieve it's envisioned environment, including but not limited to automation opportunities, user education programs, etc.
- 2.11.6. General Overview & Philosophy – Provide a general overview of the organization and its operating structure. Include a narrative history of the firm and its background. Explain the added value or service that your organization provides that distinguishes it from all others. Explain your organization's general philosophy regarding customer service.
- 2.11.7. Project Staffing – Provide detailed credentials of everyone who will be assigned to this agreement. Include personal resumes and specific references of similar projects, for each person who will work directly with the City of Rockville or have primary responsibility for this agreement. Indicate how many other clients these key members of the project staff work with on a regular basis and/or have primary responsibility for assisting. Identify all individuals who will provide support to the agreement including their location, position, specific responsibilities, educational background, experience, and technical capabilities. Provide a comprehensive organizational chart that includes everyone who will be responsible for or provide support to the agreement.
- 2.11.8. Subcontractors – Identify any subcontractors who will be used on the project and provide their qualifications.
- 2.11.9. Public Employer Experience - Identify at least three references of local government for which you have performed similar services. Describe the service performed, results obtained and current status of the project. Provide the name, title and telephone number of your key contact(s) at the organization. The City of Rockville may contact these employers at its discretion. The provision of the name of an employer will constitute a release to contact the employer for pertinent information. Emphasis should be give to any projects related to Washington D.C. metropolitan area local governments. A negative reference may be grounds for disqualification.
- 2.11.10. General Experience – Proposers will provide a list of at least three references with whom the proposer has or has had a similar experience. The list should include the names, titles and telephone numbers of representatives who are familiar with the vendor's work. Also, provide the names, addresses, telephone numbers of representatives of at least three additional references who you have performed similar projects, but with whom you are no longer working. These references may be contacted at the discretion of the City of Rockville. The provision of the name of a reference by the applicant organization will constitute a release to contact the reference for pertinent information. A negative reference may be grounds for disqualification.
- 2.11.11. Audited Financial Statement – Provide copies of your organization's most recent audited financial statement and Dun and Bradstreet report, if available.
- 2.11.12. Legal Actions – Identify any pending or completed legal actions against your organization during the past five years related to services performed. Specifically, have any legal actions been brought against your company or any of the individuals who will be working with the City of Rockville related to failure to perform contracted services, breach of contract or general mismanagement of a contract?
- 2.11.13. Licensing – Proposer to provide detailed information with regard to how he/she plans to protect the City of Rockville with regard to copyright, trademark and licensing issues, as well as, how he/she intends to work with the City to ensure it's logo(s), etc. are not violated.

SECTION 2 (CONTINUED)

2.11.14. Localized Support - Proposer to provide detailed information with regard to how he/she intends to provide product demonstrations, information, support, etc. to City of Rockville staff within the Washington D.C. Metropolitan Area for "immediate" needs.

2.11.15. Implementation – Provide detailed information with regard to an implementation plan (i.e. - key events schedule) from the date of any subsequent award to the acceptance of any subsequent first order. The following dates are tentative:

- RFP Release March 05, 2012
- Pre-Proposal Meeting March 13, 2012
- Deadline for all Questions March 16, 2012
- RFP Responses Due..... March 30, 2012
- Evaluation..... April 2012
- Contract Award..... May 2012
- Order Placement On Or Before July 1, 2012

Proposer shall indicate if the desired "Order Placement" date can be accomplished. Proposer may indicate if dates need to be changed or revised, however, the City of Rockville reserves the right to consider any changes or revisions to this date as acceptable or not acceptable when making an award. The ability to place orders by July 01, 2012 is necessary for the maintenance and the optimal performance of our internal supply chain.

Regular contract reviews will be scheduled after contract is awarded. Those meetings are to be on-site, in person, or via various multi-media tools as determined by the City of Rockville.

**SECTION 3
PERFORMANCE AND PAYMENT BONDS**

Performance & Payment Bonds

Performance and Payment Bond. The City of Rockville does not intend to request performance and payment bonds for the entire potential dollar amount of this RFP. Instead, The City of Rockville reserves the right to request performance and payment bonds on an individual, order-by-order basis, as needed.

Percentage based on Total dollar amount of Purchase Order. Provide percentage for bonds in the blank:

____ %

The requirement of these bonds will be decided at the time of individual awards at the discretion of the City of Rockville. These bonds are usually required for individual, services and/or construction related needs, which exceed \$20,000.00 in value. If required the bonds are to be furnished for 100% of the total order. These bonds may be required from successful bidder prior to the individual award(s), or within fifteen (15) calendar days of notification of award, whichever is in the City's best interest. The successful vendor shall execute and deliver bonds in such a form and with such sureties as the owner may prescribe or approve. The cost (percentage) thereof shall be included in seller's individual quote(s). If required, performance bonds shall be provided on attached City of Rockville Form, which have been provided for review as Attachment C and Attachment D. Failure to provide a not to exceed, mark-up percentage for this proposal may result in the disqualification of your proposal. Additionally, in the event of an award, failure to provide pricing, which adheres to the not to exceed, mark-up percentage and/or failure to provide bonds as requested by the City of Rockville may be considered as non-performance of the agreement by the City.

Additional Information Regarding Performance Bond/Payment Bonds

For large jobs a Performance Bond and Payment Bond may be required to be executed in the full amount of the individual Purchase Order as guaranty that the scope of work will be performed faithfully and that the City of Rockville will be saved harmless from all costs and damages which the City of Rockville may suffer by reason of the default or failure of the proposer to perform the work.

The only forms of surety acceptable as Performance and Payment Bonds are a surety or blanket bond from a company chartered or authorized to do business in the State of Maryland. Forms for the bonds are provided by the City of Rockville and are Attachment C and Attachment D of this document.

Each bond shall remain in force until final acceptance of the related project by the City of Rockville, or the duration of any service and/or warranties, whichever is later

The successful proposer shall execute and deliver performance/payment bond in such form and with such sureties as the City of Rockville may prescribe or approve the cost thereof. Cost for proposer obtaining performance/payment bonds shall be included in Seller's individual quotes, as an individual line item, at the percentage rate of total cost quoted in this RFP. Proposer will be informed by City staff if and when these bonds will be required for individual, as needed projects.

SECTION 4 EVALUATION CRITERIA FOR AWARD

4.1 Evaluation Information

The City of Rockville will utilize an evaluation team for the evaluation of this RFP. The City must be confident that the respondent's proposal will meet the needs of its various Departments and Divisions. The City will evaluate and make the award(s) on the proposal(s) determined to be the best value to the City based on the criteria listed below. The City must be confident that the respondent will perform and meet its needs.

All proposals must be complete and convey all of the information requested in order to be considered responsive. If the proposal fails to conform to the essential requirements of the RFP, the City of Rockville alone will determine whether the variance is significant enough to consider the proposal susceptible to being made acceptable and therefore a candidate for further consideration, or not susceptible to being made acceptable and therefore not considered for award. The City of Rockville shall be the sole judge of the comparative evaluation of the proposals received. The award(s) will be based on the basis of the proposal(s) judged to be in the best interest of the City, judgment in this regard shall be considered final. Any agreement(s) resulting from this request shall be awarded to the proposer(s) providing the "best value" to the City of Rockville. Factors to be considered in determining the best value shall include price, services, demonstration/presentation, company experience, past experience, history, and financial condition reliability. Responses from proposers that do not demonstrate adequate financial stability may be rejected at the evaluation stage.

4.1.1. Demonstration/Presentation

The City of Rockville may request a demonstration/presentation of proposer(s). A script will be provided of necessary information and capabilities that are to be demonstrated or presented. During evaluation the evaluation team may require an on-site demonstration of on-line accessibility applicable to this proposal. The team may consider the demonstration/presentation in the evaluation criteria. Demonstrations/presentations are to be provided at no cost to the City.

The City of Rockville reserves the right to reject any and all proposals.

4.2 Evaluation Criteria and Weights

Each proposal shall be evaluated on the ability to meet the City of Rockville's requirements and to provide the best value to the City. Proposal shall be evaluated by assigning points to each of the items below. The maximum numbers of points that can be assigned to each item being evaluated are as follows:

The City will utilize an evaluation team for the evaluation of this RFP. The evaluation will include the overall response to the RFP and the general requirements defined in the RFP. The City may require a demonstration before the award is made. The City reserves the right to use the demonstration as an additional factor in the award. The City will evaluate and make the award(s) on the proposal(s) that is/are determined to be the best value to the City based on the criteria listed below. Once again, the City must be confident that the respondent will perform and meet its needs.

The evaluation will be based on the following criteria:

• Pricing Structure	40
• Delivery, Installation And Services Capabilities	20
• Warranty Of Goods, Installation And Services	10
• Technical Proposal	10
• On-Line Capabilities	10
• References & Vendor Experience	05
• Past Vendor Performance	05
TOTAL	100

**SECTION 5
GENERAL INFORMATION**

5.1 Submittal Deadline and Location

All proposals must be received by the City of Rockville no later than 2:00 P.M. Eastern Time, Friday, March 30, 2012, in a sealed envelope or box marked "RFP 20-12 – Public Works Equipment, Supplies & Support Services".

5.1.1. Proposals are to be submitted to:

U. S. POSTAL SERVICE:

City of Rockville
Purchasing Division
111 Maryland Avenue
Rockville, MD 20850

**HAND DELIVER AND/OR
EXPRESS MAIL TO:**

City of Rockville
Purchasing Division
111 Maryland Avenue
Rockville, MD 20850

5.1.2. Proposals to be typed on 8 ½ x 11-inch paper with all pages numbered sequentially and stapled or bound together.

5.1.3. Late offers properly identified may or may not be returned to Respondent. Late offers will not be considered under any circumstances.

5.2 Submittal Instructions

5.2.1. Proposals including Execution of Offer (Section 8) must be signed by Respondent's company official authorized to commit such proposals. **Failure to sign the Execution of Offer may be basis for proposal disqualification.**

5.2.2. Proposals must include the signed Affidavit (Exhibit C). **Failure to do so may be basis for disqualification.**

5.2.3. **One hard copy original and six (6) virus free CD ROM copies** of the complete proposal response is required.

If complete CD ROM copies of entire proposal and all documentation are unavailable, please submit six (6) hard copies. All CD copies must either be in **Microsoft Office software or Adobe Portable Document Format (PDF)**. All image files must be in one of the following formats: .jpg, .gif, .bmp, or .tif. We prefer image files to already be inserted as part of a document such as a PDF. Individual image files on the CD must be clearly named and referenced in your proposal response.

NOTE: The original signature on the ONE required hard copy will serve as the official signature of record for all CD copies.

Please create a text file in your root directory titled "table of contents.txt" that contains a brief explanation of the files and their layout found on the disc.

An unreadable CD due to incorrect format may reflect negatively on your proposal. If your company is unable to provide a readable CD in the requested format, then submit six (6) hard copies in addition to your original in your response.

5.2.4. Proposal package (box/carton) must indicate on the lower left-hand corner the submitter's company name, the proposal opening date, and RFP number.

5.2.5. Telephone, e-mail and/or facsimile (Fax) responses to this RFP are not acceptable.

SECTION 5 (CONTINUED)

5.3 Proposal Components

The following documents are to be returned as part of your proposal submittal:

- 5.3.1. **Signed** Execution of Offer (Section 8)
- 5.3.2. Respondent's Questionnaire (Section 9)
- 5.3.3. Pricing To Include List Pricing Or The Ability To Access The List Pricing (Exhibits A, B & D)
- 5.3.4. Yes or No Confirmation Request For Sections 2.2 Through 2.9
- 5.3.5. Technical Proposal (Section 2.11)
- 5.3.6. Affidavit (Exhibit C)
- 5.3.7. Original and six (6) CD copies of proposal.
- 5.3.8. References

5.4 City Of Rockville Contact

Any questions or concerns regarding this Request for Proposal shall be directed *in writing* via e-mail or fax *prior to 2:00 P.M.(EST) on Friday, March 16, 2012*. All City of Rockville responses will be shared via addenda with all vendors via posting on the E-Maryland Marketplace. All questions must be sent to:

Jonathan Pierson, C.P.M., Contract Specialist
jpierson@rockvillemd.gov
Fax: 240-314-8439

The City of Rockville specifically requests that Respondents restrict all contact and questions regarding this RFP to the above named individual. Failure to adhere to this request may result on the disqualification of your firm's proposal.

5.5 Inquiries and Interpretations

Responses to inquiries, which directly effect an interpretation or change to this RFP will be issued in writing by addendum (amendment) and posted on the E-Maryland Marketplace. All such addenda issued by the City prior to the time that proposals are received shall be considered part of the RFP, and the Respondent shall consider and acknowledge receipt of such in their proposal.

Only those City of Rockville inquiries which are made by formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect.

5.6 Open Records

The City of Rockville considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under any and local, state and federal public information acts after an agreement is awarded.

Respondents are hereby notified that the City strictly adheres to all Statutes, court decisions and the opinions of it's attorneys regarding the disclosure of RFP information.

5.7 Terms and Conditions

The Terms and Conditions of the request for proposal shall govern any Agreement issued as a result of this solicitation RFP.

Additional or attached terms and conditions, which are determined to be unacceptable to the City of Rockville, may result in the disqualification of your proposal. Examples include, but are not limited to, liability for payment of taxes, subjugation to the laws of another State, and limitations on remedies.

The City of Rockville reserves the right to reject proposals, which require a separate agreement to be executed in lieu of this RFP.

Proposals are to be valid for a minimum of 180 days from the submittal deadline date to allow time for evaluation, selection, and any unforeseen delays.

**SECTION 6
GENERAL TERMS AND CONDITIONS****CITY OF ROCKVILLE
MARYLAND
GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS
NON-CONSTRUCTION – 9/2011**

1. **TERMS AND CONDITIONS** The terms and conditions of this document govern in event of conflict with any terms of the bidder's proposal, and are not subject to change by reasons of written or verbal statement by the contractor unless accepted in writing. Words and abbreviations which have well known technical or trade meanings are used in accordance with such meanings.

2. **SUBMISSION OF BID** Unless otherwise specified in the solicitation, all bids are to be submitted in a sealed envelope to the Purchasing Office, 111 Maryland Avenue, Rockville, MD 20850. The envelope shall be clearly marked with the invitation for bid number. Unless otherwise specified, the following forms must be submitted:

- Bid proposal page(s) in duplicate
- Non-collusion/non-conviction affidavit
- References, if requested
- Other forms as requested in the document.

The bid proposal form must be typed or written in ink. Conditional bids and bids containing escalator clauses will not be accepted. All bids must be regular in every respect and no interlineation, exclusions, or special conditions shall be made or included. Bids must contain an original signature, in the space provided, of an individual authorized to bind the bidder.

3. **LATE BIDS** It is the bidder's responsibility to assure delivery of the bid at the proper time to the designated location. Bids delivered to any other office or location will not be considered.

4. **ADDENDUM** In the event that any addenda to this solicitation is issued, all solicitation terms and conditions will remain in effect unless they are specifically changed in the addendum. It is the responsibility of the bidder to make inquiry as to addenda issued. Oral answers to questions relative to interpretation of specifications will not be binding on the City. Such addendums, if issued, will posted at: <http://rockvillemd.gov/business/bids.htm#bids>

Please note, that it is the bidder's responsibility to check this site frequently for Addendums, which may impact pricing, this document's requirements, terms and/or conditions. Failure to acknowledge an addendum on the bid proposal form or to sign and return an Addendum with your response may result in disqualification of proposal.

5. **BID OPENING** All bids received in response to an Invitation for Bid will be opened at the date, time and place specified and publicly read. A tabulation of bids received are posted on the City's website: <http://www.rockvillemd.gov/business/bids.htm>

6. **ACCEPTANCE OF BIDS** Unless otherwise specified, the City will accept or reject any or all bids or any or all items within ninety (90) days after the date of bid opening, unless extended by mutual consent of all parties.

7. **BID WITHDRAWAL** Bids may be withdrawn or modified under the following circumstances:

- a. Where a mistake is discovered before the bid opening, the bid may be modified or withdrawn by written or electronic notice received by the Purchasing Agent prior to the time set for bid opening.
- b. Where a mistake is discovered after the bid opening but prior to contract award, a bid: 1) may be corrected where the error is made and the intended bid price can be determined solely from the bid documents submitted, and the Purchasing Agent determines that the mistake was inadvertent and bona fide;
- c. May be withdrawn where the bid was submitted in good faith and the bid price is substantially lower than the other bids due solely to a clerical mistake therein as opposed to a judgment mistake and the mistake was due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid.
- d. No bid may be withdrawn or award canceled when the result would be prejudicial to the interests of the City or fair competition.

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- e. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or business to whom the contract is awarded, or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
- f. If a bid is withdrawn or award canceled under the authority of this section, the lowest remaining bid shall be deemed to be the low bid.
- g. Nothing herein shall prevent the City from rejecting all bids if deemed to be in the interest of the City or fair competition.
8. **BIDDER INTEREST IN MORE THAN ONE BID** Multiple bids received in response to a single solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for a solicitation both as a bidder and as a subcontractor for another bidder, will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.
9. **PRICES** Bids must be submitted on a firm, fixed price, F.O.B. Destination basis only unless otherwise specified herein.
10. **ERRORS IN BIDS** When an error is made in extending total prices, the unit price will govern. Erasures in bids must be initialed by the bidder.
11. **TAX EXEMPTION** The City is exempt from the payment of any federal excise or any Maryland sales tax.
12. **SPECIFICATIONS** Bidders are expected to be thoroughly familiar with all bid documents, including all addenda. No consideration will be granted for any alleged misunderstanding of the intent of the contract documents. In the process of assembling and binding the bid documents individual pages or drawings may have been inadvertently omitted. Each bidder shall carefully and thoroughly examine these bid documents for completeness. No claim of any bidder will be allowed on the basis that bid documents are incomplete.
13. **BID AWARD** Award will be made to lowest responsive and responsible bidder complying with all provisions of the Invitation for Bid, provided the price is reasonable and in the best interest of the City to accept. The City reserves the right to award by individual commodities/services, group, all or none or any combination thereof. When a group is specified, all items in the group must be bid.
- In determining the responsibility of a bidder, the following criteria will be considered:
- The ability, capacity and skill of the bidder to perform the contract or provide the services required;
 - Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
 - The character, integrity, reliability, reputation, judgment, experience and efficiency of the bidder;
 - The quality of performance on previous contracts or services;
 - The previous and existing compliance by the bidder with laws and ordinance relating to the contract or service;
 - The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
 - The quality, availability and adaptability of the goods or services to the particular use required;
 - The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
 - Whether the bidder is in arrears to the City or a debt or contract or is in default on a surety to the City;
 - Such other information as may be secured by the City having a bearing on the decision to award the contract.
14. **MULTI-YEAR BIDS** Multi-year contracts may be continued each fiscal year only after funding appropriations have been granted. In the event necessary funding appropriation is not granted, the multi-year contract shall be null and void, effective July 1st of the affected year. Should the vendor decline the City's right to exercise any option period, the City may consider the vendor in default, which may affect that vendor's eligibility for future contracts.
15. **BIDDER'S PAYMENT TERMS** The City will reject as non-responsive a bid under this solicitation, which is conditioned on payment of proper invoices in less than thirty (30) days. However, this does not preclude a bidder from offering a prompt payment discount for payment of proper invoices in less than thirty (30) days.
16. **INTERPRETATION** Any questions concerning terms, conditions and definitions of the contract and bidding regulations shall be directed in writing to the Purchasing Agent. The submission of a bid shall be prima facie evidence that the bidder thoroughly understands the terms of the contract documents. The Contractor shall take no advantage of any error or omission in these contract documents.
17. **BRAND NAME OR EQUAL** Identification of an item by manufacturer's name, trade or brand name, or catalog number is for information and establishment of a quality level desired and is not intended to restrict competition. Bidders may offer any brand which meets or exceeds the specification, unless 'brand name only' is specified. Bids on other makes and/or models will be considered provided the bidder clearly states on the proposal what is being proposed and forwards with the bid complete descriptive literature

indicating how the characteristics of the article being offered will meet the specifications. The City reserves the right to accept or reject items offered as an equal.

18. **EXECUTION OF AGREEMENT** Subsequent to award and within fifteen (15) calendar days after the prescribed forms are presented to the Contractor, the Contractor shall execute and deliver to the City the required Agreement and other forms as requested. Failure of the successful bidder to execute the Agreement and supply other required forms within fifteen (15) calendar days shall constitute a default. The City may either award the contract to the next low responsive and responsible bidder or re-advertise the bids, and may charge against the original bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed. If a more favorable bid is received by a re-advertising, the defaulting bidder shall have no claim against the City for a refund.
19. **PLACING OF ORDERS** Orders against contracts will be placed with the Contractor on a Purchase Order (or Procurement Card – currently Mastercard) executed by the Purchasing Agent or designee. Where Master Agreements have been released by the City, orders may be placed directly with the Contractor by authorized personnel in the ordering Department(s). Issuance of all purchase orders will be contingent upon appropriation of funds by the Mayor and Council and encumbrance of such funds after July 1 of each year, as provided by the City Code.
20. **MATERIALS** All materials shall be new and free from defects. They shall be standard products of current manufacture. Unless otherwise noted in the contract documents, the Contractor shall abide by specific manufacturer instructions and recommendations on installation and operation.
21. **DELIVERY** Time is of the essence. All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information: 1) the Purchase Order number, 2) Name of the Article and Stock Number, 3) Quantity Ordered, 4) Quantity Shipped, 5) Quantity Backordered, and 5) Name of Contractor.
22. **TRAVEL TIME**
No payment for travel time to or from the job site shall be charged. Charges begin when the Contractor arrives at each job site and end when the Contractor leaves the job site. The Contract Administrator will verify time records.
23. **BILLING** Unless otherwise specified invoices are to be submitted to the “Bill To” address on the Purchase Order immediately upon completion of the shipment or services.
24. **PAYMENT** Payment shall be made after satisfactory performance of the contract/complete delivery in accordance with all of the provisions thereof, and upon receipt of a properly complete invoice. The City reserves the right to withhold any or all payment or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any modification thereto. The acceptance by the Contractor of the final payment made as aforesaid, shall operate as and be a release to the City and every officer and agent thereof, from all claims by and liabilities to the Contractor for anything done or furnished for or relating to or affecting the work under the contract.
25. **TRANSFER OF TITLE** The Contractor warrants that title to all work, materials and equipment will pass to the City upon the receipt of payment by the Contractor, free and clear of all liens, claims, interests or encumbrances.
26. **DEFECTIVE MATERIALS/WORKMANSHIP** Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor. If the work shall be found to be defective or to have been damaged before final acceptance, the Contractor shall make good such defect in a manner satisfactory to the City, without extra compensation even though said defect or injury may have not been due to any act or negligence of the Contractor.
27. **CHANGES IN QUANTITIES/ITEMS** The City reserves the right to add or delete any item(s) from the bid in whole or in part at the City's discretion as given in the Bid or Proposal wherever it deems it advisable or necessary so to do and such changes shall in no way invalidate the contract nor affect the bid prices for any item or remaining work. Unit prices submitted in the bid shall not be increased or decreased regardless of changes in quantity. The City may waive minor differences in specifications in bids provided these differences do not violate the specifications' intent nor materially affect the operation for which the items or services are being purchased.

The Contractor will be paid for the actual amount of authorized work done or material furnished under any item of the bid at the price bid and stipulated for such item. In case any quantity is increased, the Contractor shall not be entitled to any increased compensation over and above the unit price bid for such item, or any claim for damages on account of loss of anticipated profits should any quantities be decreased. The Contractor shall be responsible for confirming the accuracy of the specified quantities prior to ordering materials or supplies and the City's payment shall be based on the actual quantities incorporated in the work and not the quantities specified in the bid document. The quantities must not exceed the contract specified quantities without specific written authorization of the Purchasing Agent and it is the Contractor's responsibility to obtain said authorization.
28. **DISPUTES** Except as may otherwise be provided by the final agreement, any dispute concerning a question of fact arising under the agreement signed by the City and the Contractor which is not disposed of by the final agreement shall be decided by the City Manager. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of the claim. Pending final

decision of the dispute herein, the Contractor shall proceed diligently with performance under the agreement signed by the City and the Contractor. The decision of the City Manager shall be final and conclusive.

29. **EXTRA COSTS** If the Contractor claims that any instructions by the contract documents or otherwise involve extra compensation or extension of time, a written protest must be submitted to the Purchasing Agent within ten (10) calendar days after receipt of such instructions and before proceeding to execute the work, stating in detail the basis for objection. No such claim will be considered unless so made.
30. **LEGAL REQUIREMENTS** All materials, equipment, supplies and services shall conform to applicable Federal, State, County and City laws, statutes, rules and regulations. The Contractor shall observe and comply with all Federal, State, County and City laws, statutes, rules and regulations that affect the work to be done. The provisions of this contract shall be governed by the laws of the State of Maryland.
31. **INDEMNIFICATION OF THE MAYOR AND COUNCIL** The Contractor shall indemnify and save harmless the Mayor and Council from all suits, actions and damages or costs, of every name and description to which the Council may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on the part of the Contractor, or subcontractors or agents thereof.
32. **ETHICS REQUIREMENTS** In accordance with the City's financial disclosure and ethical conduct policy and/or ordinances a prerequisite for payment pursuant to the terms of this contract is that the Contractor may be required to furnish explicit statements, under oath, that the City Manager, and/or any other officer, agent, and/or employee of the City, and any member of the governing body of the City of Rockville or any member or employee of a Commission, Board, or Corporation controlled or appointed by the City Council, Rockville, Maryland has not received or has not been promised directly or indirectly any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration arising from directly or indirectly related to this contract, and that upon request by the City Manager, or other authorized agent, as a prerequisite to payment pursuant to the terms of this contract, the Contractor will furnish to the Mayor and Council of the City of Rockville, under oath, answers to any interrogatories to a possible conflict of interest has herein embodied.
33. **TERMINATION FOR CAUSE** The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms and an award made to next low Bidder, or, articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor or his surety shall be liable to the City for costs to the City in excess of the defaulted contract prices.
34. **TERMINATION FOR CONVENIENCE** This Contract may be terminated, in whole or in part, upon written notice to the Contractor when the City determines that such termination is in its best interest. The termination is effective 10 days after the notice is issued, unless a different time is given in the notice. The City is liable only for payment for goods and services delivered and accepted or approved by the City prior to the effective date of the termination.
35. **EMPLOYEES** The Contractor shall employ only competent, skillful persons to do the work, and whenever the Project Manager shall notify the Contractor in writing that any person employed on the work is, in his opinion, incompetent, disobedient, disorderly, discourteous or otherwise unsatisfactory, such person shall be discharged from the work and shall not again be employed for this contract except with the consent of the Project Manager.
36. **LANGUAGE** If applicable, the Contractor shall appoint one or more crewmembers or supervisors to act as liaison with the City and emergency services personnel. All liaisons shall be fluently bilingual in English and the Contractor's employees' language(s), and at least one liaison shall be present at each work site at all times when any of the Contractor's employees or agents are at the site.
37. **SENSITIVE DOCUMENTS** Sensitive documents (either electronic or hardcopy documents dealing with critical facilities or sensitive information) received from the City must be handled consistent with the terms of non-disclosure required for application. Contractor is responsible to restrict use of sensitive documents to project participants only and shall take appropriate measure to prevent distribution of sensitive document to anyone inside or outside of the Contractor's company except Contractor's project participants. After completion of the project, all sensitive document remaining in the Contractor's possession shall continue to be governed under the terms of non-disclosure and must continue to be stored in a secure manner. After such records are no longer needed for record purposes, the records shall be destroyed or returned to the City.
38. **DOCUMENTS, MATERIALS AND DATA** All documents materials or data developed as a result of this contract are the City's property. The City has the right to use and reproduce any documents, materials and data, including confidential information, used in the performance of, or developed as a result of this contract. The City may use this information for its own purposes, including reporting to state and federal agencies. The Contractor warrants that it has title to or right to use all documents, materials or data used or developed in connection with this contract. The Contractor must keep confidential all documents, materials and data prepared or developed by the Contractor or supplied by the City.
39. **IMMIGRATION REFORM AND CONTROL ACT** The Contractor awarded a contract pursuant to this bid shall warrant that it does not and shall not hire, recruit or refer for a fee, for employment under the contract, an alien knowing the alien is an unauthorized alien and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 (the Act), including but not limited to any verification and record keeping requirements. The Contractor shall further assure the City that, in accordance with

the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.

40. **EQUAL EMPLOYMENT OPPORTUNITY** The Contractor will not discriminate against any employee or applicant because of race, creed, sex, national origin or disability. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, national origin or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination, rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause

If the Contractor fails to comply with nondiscrimination clauses of this contract or fails to include such contract provisions in all subcontracts, this contract may be declared void AB INITIO, cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the City of Rockville. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor will permit access to the Contractor's books, records, and accounts. If the City Manager concludes that the Contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

41. **PERMITS AND REGULATIONS** Unless stipulated elsewhere in these specifications, the Contractor shall be responsible for obtaining and paying for all applicable permits. Where signatures of the City are required in connection with the obtaining of such permits, certificates, etc., the Contractor shall prepare the proper paperwork and present it to the City for signature. City of Rockville Permit fees shall be waived. If the Contractor ascertains at any time that any requirement of this contract is at variance with applicable laws, ordinances, regulations and/or building codes, notification to the Project Manager shall be made immediately and any necessary adjustment to the contract shall be made. Without proper notice to the Project Manager, the Contractor shall bear all costs arising from the performance of work the Contractor knows to be contrary to such laws, ordinances, etc.

42. **SERVICE OF NOTICES** The mailing a written communication, notice or order, addressed to the Contractor at the business address filed with the City, or to his office at the site of the work shall be considered as sufficient service upon the Contractor of such communication, notice or order; and the date of said service shall be the date of such mailing. Written notice shall also be deemed to have been duly served if delivered in person to the individual or member of the firm or to any officer of the corporation for whom it was intended if delivered or sent by registered or certified mail to the last known address.

43. **PATENT RIGHTS** Whenever any article, materials, equipment, process, composition, means, or things called for by these specifications is covered by letters of patent, the successful bidder must secure, before using or employing such article, material etc., the assent in writing of the Owner or Licensee of such Letters of Patent and file the same with the City.

The said assent is to cover not only the use, employment, and incorporation of said article, material, equipment, process, composition, combination, means, or thing in the construction and completion of the work but also the permanent use of said article, material, etc., thereafter by or on behalf of the City, in the operation and maintenance of the project for the purposes for which it is intended or adapted. The Contractor shall be responsible for any claims made against the City, its agents and employees or any actual or alleged infringement of patents by the use of any such patented articles, etc., in the construction and completion of the work, and shall save harmless and indemnify the City, its agents and employees from all costs, expenses, and damages, including Solicitor's and Attorney's fees which the City may be obligated to pay by reason of any actual or alleged infringement of patents used in the construction and completion of the work herein specified.

44. **ABANDONMENT OF OR DELAY IN WORK** If the work under the contract shall be abandoned by the Contractor, or if at any time the City shall be of the opinion and shall so certify, in writing, to the Contractor, that the performance of the contract is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of the contract or is executing the same in bad faith or if the work is not fully completed within the time specified for its completion, together with such extension of time as may have been granted, the City by written notice, may order the Contractor to discontinue all work there under, or any part thereof, within the number of days specified on such notice. At the expiration of said time the Contractor shall discontinue the work, or such part thereof, and the City shall have the power, by contract, or otherwise, to complete said work and deduct the entire cost thereof from any monies due or to become due the Contractor under the contract. For such completion of work the City may, for itself or its Contractor, take possession of and use or cause to be used any or all materials, tools, and equipment found on the site of said work. When any part of the contract is being carried on by the City, as herein provided, the Contractor shall continue the remainder of the work in conformity with the terms of the contract and in such manner as not to interfere with the City's workmen.

45. **SUBLETTING OR ASSIGNING OF CONTRACT** The City and the Contractor each bind themselves, their partners, successors, assigns and legal representatives of such other parties in respect to all covenants, agreements, and obligations contained in the contract documents. Neither party to the contract shall sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein to any person, firm or corporation without the written consent of the other party, nor shall the Contractor assign any monies due or to become due hereunder without the previous written consent of the City.

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46. **SUBCONTRACTING** When allowed, bidders who intend to subcontract any portion of the work including delivery, installation or maintenance will submit to the City prior to the start of work: 1) a description of the items to be subcontracted, 2) all subcontractor names, addresses and telephone numbers and 3) the nature and extent of the work utilized during the life of the contract. This does not relieve the contractor from the prime responsibility of full and complete performance under the contract. There shall be no contractual relationship between the City and any subcontractor.
47. **NO WAIVER OF CONTRACT** Neither the acceptance by the City nor any order, measurement, certificate or payment of money, of the whole or any part of the work, nor any extension of time nor possession taken by the City shall operate as a waiver of any portion of the contract, or any right to damage therein provided. The failure of the City to strictly enforce any provision of this contract shall not be a waiver of any subsequent breach of the same or different nature.
48. **MEASUREMENT OF WORK AND MATERIAL** The work and material to be paid for will be measured and determined by the City according to the specifications and drawings. No allowance will be made for any excess above the quantities required by the specifications and drawings on any part of the work, except where such excess material has been supplied or work done by order of the City and in the absence of default or negligence on the part the Contractor. Should the dimensions of any part of the work or of the materials be less than those required by the drawings or the directions of the City, only the actual quantities placed will be allowed in measurement.
49. **CONTINGENT ITEMS & QUANTITIES** Items and quantities identified as being contingent are provided in the contract for use when and as directed by the City. These items are established for the purpose of obtaining a bid price. The quantities for these contingent items may be increased or decreased without any adjustment to the contract unit price bid or the contingent items may be deleted entirely from the contract by the City. The Contractor shall submit no claim against the City for any adjustment to the contract unit price bid, should the contingent items be increased, decreased or eliminated entirely. Payment for any contingent items used will be made on the basis of the quantities as actually measured and as specified in the Specifications.
50. **GUARANTEE PERIOD** The Contractor shall warrant and guarantee the work required under this contract for a period of twelve (12) months from the date of Final Acceptance. The Contractor warrants and guarantees to the City, that materials and equipment furnished under the contract shall be of good quality and new unless otherwise required or permitted by the contract documents, that all work will be in accordance with the contract documents, and that all work will be of good quality, free from faults and defects. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

The Contractor's obligation to perform and complete the work in a workmanlike manner, free from faults and defects and in accordance with the contract documents shall be absolute. The Contractor shall remedy, at his own expense, and without additional cost to the City, all defects arising from either workmanship or materials, as determined by the City, or City's representative. The obligations of the Contractor under this Paragraph shall not include normal wear and tear under normal usage.

If the Contractor does not, within ten (10) days after notification from the City, signify his intention in writing or inaction to correct work, as described above, then the City may proceed with the work and charge the cost thereof to the account of the contract as herein before provided.

Warranty documents shall be furnished by the Contractor and shall be delivered to the City before final payment is made.

INSURANCE REQUIREMENTS REV2 (09/08)

Prior to the execution of the contract by the City, the Contractor must obtain at their own cost and expense and keep in force and effect during the term of the contract including all extensions, the following insurance with an insurance company/companies licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies. The Contractor's insurance shall be primary.

The Contractor must submit to the Purchasing Division, 111 Maryland Avenue, Rockville, MD 20850 a certificate of insurance prior to the start of any work. In no event may the insurance coverage be less than shown below.

Unless otherwise described in this contract the successful contractor and subcontractors will be required to maintain for the life of the contract and to furnish the City evidence of insurance as follows:

MANDATORY REQUIREMENTS FOR INSURANCE

Contractor's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, officers, consultants, agents and employees and any insurance or self-insurance maintained by the City, shall be excess of the Contractor's insurance and shall not be called upon to contribute with it.

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
1. Workers' Compensation 2. Employers' Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$500,000 policy limits Bodily Injury by Disease: \$100,000 each employee	Waiver of Subrogation: <i>WC 00 03 13 Waiver of Our Rights to Recover From Others Endorsement – signed and dated.</i>
3. Commercial General Liability a. Bodily Injury b. Property Damage c. Contractual Liability d. Premise/Operations e. Independent Contractors f. Products/Completed Operations g. Personal Injury	Each Occurrence: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. CG 20 37 07 04 and CG 20 10 07 04 forms to be both signed and dated.
4. Automobile Liability a. All Owned Autos b. Hired Autos c. Non-Owned Autos	Combined Single Limit for Bodily Injury and Property Damage - (each accident): \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. Form CA20 48 02 99 form to be both signed and dated.
5. Excess/Umbrella Liability	Each Occurrence/Aggregate: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.
6. Professional Liability (if applicable)	Each Occurrence/Aggregate: \$1,000,000	

Alternative and/or additional insurance requirements, when outlined under the special provisions of this contract, shall take precedence over the above requirements in part or in full as described therein.

POLICY CANCELLATION

No change, cancellation or non-renewed shall be made in any insurance coverage without a thirty (30) day written notice to the City Purchasing Division. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments and cessation of on-site work activities until a new certificate is furnished.

ADDITIONAL INSURED

The Mayor and Council of Rockville, which includes its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on the Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods, and services provided under this contract. Additionally, The Mayor and Council of Rockville must be named as additional insured on the

Contractor's Automobile and General Liability Policies. Endorsements reflecting the Mayor and Council of Rockville as an additional insured are required to be submitted with the insurance certificate.

SUBCONTRACTORS

All subcontractors shall meet the requirements of this Section before commencing work. In addition, Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

CERTIFICATE HOLDER

The Mayor and Council of Rockville

(Contract #, title)

City Hall

111 Maryland Avenue

Rockville, MD 20850

SECTION 7 CONTRACTUAL REQUIREMENTS

7.1 General

These Contractual Requirements shall be made a part of and govern any Agreement/Purchase Orders resulting from this Request for Proposal. In the event of any conflict between these Contractual Requirements and the General Terms and Conditions in Section 6, the General Term and Conditions in Section 6 shall supercede and govern.

Each proposal shall be prepared simply and economically, providing a straightforward and concise description of Respondent's ability to meet the requirements of this RFP. Emphasis shall be on completeness, clarity of content and responsiveness to the offer requirements.

The City of Rockville reserves the right to accept or reject any or all offers, to waive informalities and technicalities, to accept the offer considered most advantageous and award to the lowest most responsive offer. Additionally, all respondents are hereby notified that the City shall consider all factors it believes to be relevant in the selection of the lowest responsive offer including but not limited to the ability to perform the services.

Failure to comply with the requirements contained in this Request for Proposal may result in the rejection of the proposal.

The proposer agrees to protect the City from claims involving infringement of patents or copyrights.

The proposer hereby assigns to purchaser, any and all claims for overcharges associated with any contract resulting from this RFP which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973) and which arise under any antitrust laws of the State of Maryland.

No substitutions or cancellations permitted without written approval of the City of Rockville.

Upon award, agreement shall be effective as stated, unless company obtains approval for late delivery.

Questions shall be directed to City of Rockville official identified in Section 5.5 of this Request for Proposal.

Proposals and any other information submitted by Respondent in response to this Request for Proposal shall become the property of the City of Rockville.

The City of Rockville will not provide compensation to Respondents for any expenses incurred by the Respondent(s) for proposal preparation, evaluations or demonstrations that may be made, unless otherwise expressly indicated.

Proposals which are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind are subject to disqualification by the City of Rockville at its option.

7.2 Right to Audit

At any time during the term of this agreement and for a period of four (4) years thereafter the City of Rockville or duly authorized audit representative of the City, at its expense and at reasonable times, reserves the right to incrementally audit Seller's records. In the event such an audit by the City reveals any errors/overpayments by the City, Seller shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City at its option, reserves the right to deduct such amounts owing the City from any payments due Seller.

7.3 Non-Disclosure

Seller and the City of Rockville acknowledge that they or their employees may, in the performance of the resultant agreement come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organizations, whether or not directly or indirectly affiliated with Seller or the City of Rockville unless required by law.

7.4 Publicity

Seller agrees that it shall not publicize this agreement or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of the City of Rockville's name in connection with any sales promotion or publicity event without the prior express written approval of the City.

SECTION 7 (CONTINUED)

7.5 Severability

If one or more provisions of the resultant agreement, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of the agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

7.6 Non-Waiver of Defaults

Any failure of the City of Rockville at any time, to enforce or require the strict keeping and performance of any of the terms and conditions of this agreement shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same, or the right of the City at any time to avail itself of same.

7.7 Federal Terms & Conditions

These terms and conditions are subject to any constitutional or statutory limitations upon the City of Rockville as an incorporated City in the State of Maryland, and shall only apply when required by the federal government (i.e. – usually when federal funds have been granted to the City for a particular project).

OSHA STATEMENT

Seller represents and warrants that all articles and services covered by this document meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91:596) and its regulations in effect or proposed as of the date of this document.

**CERTIFICATION OF NONSEGREGATED FACILITIES OF
EQUAL EMPLOYMENT OPPORTUNITIES COMPLIANCE**

If this transaction exceeds \$10,000 or if the seller anticipates or has a history of exceeding \$10,000.00 in sales to the City of Rockville within any continuous twelve (12) month period, the acceptance of this document will signify their compliance with the provisions of SECTION 202 of EXECUTIVE ORDER No. 11246 pertaining to Equal Employment Opportunities effective September 24, 1965 and its amendment EXECUTIVE ORDER No. 11375 effective October 13, 1967 insofar as Section 202 is affected by changing the word "creed" to "religion" and by adding the word "sex". The signing will also serve as written affirmation of the following CERTIFICATION OF NON-SEGREGATED FACILITIES. By the acceptance of this document, the bidder, offeror, applicant or subcontractor certifies that they do not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not permit their employees to perform their services at any location under their control, where segregated facilities are maintained. They certify further that they will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they will not permit their employees to perform their services at any location under their control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification the term "segregated facilities" means any waiting room, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or otherwise. They further agree that (except where they have obtained identical certifications from proposed subcontractors for specific time periods) they will obtain identical certifications from proposed subcontractor prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, that they will retain such certifications in their files and that they will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES

A Certification of Non-Segregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000.00, which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. - quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

AFFIRMATIVE ACTION COMPLIANCE

In addition to the above certification, if this transaction exceeds \$50,000 the seller must have included as part of the bid a copy of their written Civil Rights "Affirmative Action Compliance Program". If a bidder is not required to have such a written program, they must have so stated on the bid form indicating the reason it is not required.

SECTION 7 (CONTINUED)

Paragraph 60.741.4 of Title 41 of Part 60-741 Affirmative Action Obligations of Contracts and Subcontracts for Handicapped Workers is incorporated by reference for all contracts of \$3,500.00 or greater.

All applicable goods and services provided under any subsequent contract are to comply with United States "Buy America Provisions" where applicable, upon notification by the City that federal transportation dollars are being utilized.

All applicable products provided under any subsequent contract are to comply with the United States "Country Of Origin Law".

If any additional information is required regarding these requirements, please contact the City of Rockville's Purchasing Division.

**SECTION 8
EXECUTION OF OFFEROR****CITY OF ROCKVILLE
EXECUTION OF OFFER FORM
REQUEST FOR PROPOSAL # 20-12
PUBLIC WORKS EQUIPMENT, SUPPLIES & SUPPORT SERVICES**

THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH YOUR PROPOSAL. CONTRACTOR AGREES TO PERFORM ALL WORK AS SET FORTH IN THIS REQUEST FOR PROPOSAL, AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS AT THE DISCOUNTS AND/OR PRICES QUOTED ON THIS FORM.

OVERTIME

Overtime rates and calculations must be provided as an additional Exhibit; otherwise they shall become the responsibility of the Contractor. The City will not reimburse for overtime for Contractor or Sub-Contractor's FLSA exempt employees.

LIST OF SUBCONTRACTORS OR SUPPLIERS

Identify the names of all Subcontractors/Suppliers who will be providing services under this contract and the type of work being subcontracted.

(A) _____

(B) _____

(C) _____

(D) _____

(E) _____

(F) _____

(G) _____

(H) _____

(I) _____

(J) _____

(K) _____

NAME OF BIDDER _____

RETURN THIS FORM WITH PROPOSAL

EXCEPTIONS

All exceptions taken to the Request for Proposal must be clearly indicated in the space provided below. Unless noted as an exception, the Contractor will be held responsible for providing each component or standard called for.

The City Manager for the City of Rockville, Maryland retains the exclusive right to approve or reject any exception taken to the specifications contained in this Request for Proposal. It is hereby agreed that if this Request for Proposal is rejected due to an exception taken to a requirement by the offeror, the rejection taken will be final and no further action may be taken.

Do you claim an exception to any portion of this Request for Proposal?

ADDENDA

Acknowledgment is hereby made of the following Addenda, if any, (identified by number) received since issuance of this bid:

EXECUTION

THE OFFEROR IS HEREBY NOTIFIED THAT THIS DOCUMENT SHALL BE SIGNED IN INK IN ORDER FOR THE PROPOSAL TO BE ACCEPTED. BY SIGNING, THE OFFEROR CERTIFIES THAT HE/SHE WILL COMPLY IN EVERY ASPECT WITH THE REQUEST FOR PROPOPAL, ADDENDUMS, PROPOSAL, ANY AND ALL E-MAILS/LETTERS OF CLARIFICATION, BAFO AND CONTRACT.

The proposal, if submitted by an individual, shall be signed by an individual; if submitted by a partnership, shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation the same shall be signed by the President and attested by the Secretary or an Assistant Secretary. If not signed by the President as aforesaid, there must be attached a copy of that portion of the By-Laws, or a copy of a Board resolution, duly certified by the Secretary, showing the authority of the person so signing on behalf of the corporation. In lieu thereof, the corporation may file such evidence with the Administration, duly certified by the Secretary, together with a list of the names of those officers having authority to execute documents on behalf of the corporation, duly certified by the Secretary, which listing shall remain in full force and effect until such time as the Administration is advised in writing to the contrary. In any case where a proposal is signed by an Attorney in Fact the same must be accompanied by a copy of the appointing document, duly certified.

IF AN INDIVIDUAL:

NAME: _____

Street and/or P.O. Box_____
City_____
State_____
Zip Code_____
Fed ID or SSN_____
Signature

(SEAL)

Date_____
Print Signature

WITNESS: _____

Signature_____
Print Signature**IF A PARTNERSHIP:**

NAME OF PARTNERSHIP: _____

Street and/or P.O. Box_____
City_____
State_____
Zip Code_____
Fed ID or SSN

BY: _____ (SEAL)

Signature_____
Date_____
Print Signature

TITLE: _____ WITNESS: _____

Signature_____
Print Signature

IF A CORPORATION:

NAME OF CORPORATION: _____

Street and/or P.O. Box_____
City_____
State_____
Zip Code_____
Fed ID or SSN

STATE OF INCORPORATION: _____

BY: _____ (SEAL) _____
Signature Date_____
Print Signature

TITLE: _____ WITNESS: _____

Secretary's Signature_____
Print Signature**REMITTANCE ADDRESS** (if different than above)_____
Street and/or P.O. Box_____
City_____
State_____
Zip Code

NOTE: Firms must use their FULL LEGAL name. Generally, a corporation's name must end with a suffix indicating the corporate status of that business (i.e., Inc., Co., Corp., etc.). Individuals or corporations may indicate trade names with the individual or corporate name followed by "t/a" (trading as) or "d/b/a" (doing business as), respectively. Failure to use your FULL LEGAL name may be cause for rejection of the proposal.

CONTACT FOR ADMINISTRATION

NAME: _____

TELEPHONE: _____

EMAIL: _____

PAYMENT REMITTANCE ADDRESS_____

SECTION 9
RESPONDENT'S QUESTIONNAIRE

The Respondent recognizes that in selecting a company/agent, The City of Rockville will rely, in part, on the answers provided in response to this Questionnaire. Accordingly, Respondent warrants to the best of its knowledge that all responses are true, correct and complete. The City of Rockville reserves the right to contact each and every reference listed below and shall be free from any liability to respondent for conducting such inquiry.

Company Profile

1. Number of Years in Business: _____
2. Type of Operation: Individual____ Partnership____ Corporation____ Government____

Number of Employees: _____(company wide)
Number of Employees: _____(servicing location)

Annual Sales Volume: _____(company wide)
Annual Sales Volume: _____(servicing location)
3. State that you will provide a copy of your company's audited financial statements for the past two (2) years, if requested by the City of Rockville.
4. Provide a financial rating of your company and any documentation (such as a Dunn and Bradstreet Analysis), which indicates the financial stability of your company, if requested by the City of Rockville.
5. Is your company currently for sale or involved in any transaction to expend or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
6. Provide any details of all past or pending litigation or claims filed against your company that would negatively impact your company's performance under an agreement with The City of Rockville.
7. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.

ATTACHMENT A
COG RIDERMetropolitan Washington Council of Governments
Rider Clause

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

- A. If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your bid/proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

In pricing section of contract:

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

YES NO JURISDICTION

☐ Alexandria, Virginia
☐ Alexandria Public Schools
☐ Alexandria Sanitation Authority
☐ Arlington County, Virginia
☐ Arlington County Public Schools
☐ Bowie, Maryland
☐ Charles County Public Schools
☐ College Park, Maryland
☐ Culpeper County, Virginia
☐ District of Columbia
☐ District of Columbia Courts
☐ District of Columbia Public Schools
☐ District of Columbia Water & Sewer Auth.
☐ Fairfax, Virginia
☐ Fairfax County, Virginia
☐ Fairfax County Water Authority
☐ Falls Church, Virginia
☐ Fauquier County Schools & Government, Virginia
☐ Frederick County
☐ Gaithersburg, Maryland
☐ Greenbelt, Maryland
☐ Herndon, Virginia
☐ Loudoun County, Virginia
☐ Manassas, Virginia
☐ Manassas Public Schools
☐ Maryland-National Capital Park & Planning Comm.

YES NO JURISDICTION

☐ Metropolitan Washington Airports Authority
☐ Metropolitan Washington Council of Governments
☐ Montgomery College
☐ Montgomery County, Maryland
☐ Montgomery County Public Schools
☐ Prince George's County, Maryland
☐ Prince George's Public Schools
☐ Prince William County, Virginia
☐ Prince William County Public Schools
☐ Prince William County Service Authority
☐ Rockville, Maryland
☐ Spotsylvania County Schools
☐ Stafford County, Virginia
☐ Takoma Park, Maryland
☐ Vienna, Virginia
☐ Washington Metropolitan Area Transit Authority
☐ Washington Suburban Sanitary Commission
☐ Winchester Public Schools

Vendor Name

Revised 3/5/12

**ATTACHMENT B
SAMPLE AGREEMENT - DO NOT RETURN**

THIS AGREEMENT, made this ____ day of _____, 2006 by and between the **MAYOR AND COUNCIL OF ROCKVILLE**, a municipal corporation organized under the laws of Maryland, hereinafter referred to as the "CITY", and (consultant name) hereinafter referred to as "CONTRACTOR".

WITNESSETH

WHEREAS, the City desires a contractor to provide services for the (project name); and

WHEREAS, the City desires to employ the services of the Contractor to perform said services in connection with the aforementioned service under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the covenants and promises set forth, the parties hereto agree as follows:

1. **SCOPE OF WORK.** The Contractor agrees to perform the work described and be bound by the terms and conditions set forth in Exhibit A attached hereto as a part hereof. In the event any term of the attached exhibit conflicts with this Agreement, this Agreement shall prevail. Contractor shall perform the services described in this Agreement (a) in a timely, diligent and professional manner in accordance with recognized standards of the applicable industry or profession, and (b) in accordance with the time periods set forth in this Agreement and in the schedule and sequencing specified by the City. Contractor shall furnish efficient business administration and superintendence and shall use its best efforts to insure that such services being performed under this Agreement are completed in the best way and in the most expeditious and economical manner consistent with the City's best interests.

2. **REVIEW BY CITY.** The Contractor agrees that the work and records covered by this Agreement will be subject to review, at all times, by representatives of the City.

3. **DOCUMENTS, ETC.** All finished or unfinished documents, data, studies, surveys, drawings, CADD drawings, maps, models, photographs, letters and reports prepared by the Contractor or his subcontractors shall become the property of the City.

4. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Agreement, the Contractor agrees that he will comply with all applicable federal, state and local laws relating to discrimination in employment.

5. **INDEMNIFICATION.** The Contractor agrees to indemnify and save harmless the City against any liability, claim, demand for personal injury or property damage, and other expenses or losses suffered or arising out of or caused by any negligent act or omission of the Contractor, its subcontractors, servants, agents or employees incurred in the performance of the Agreement.

6. **TERMINATION FOR CONVENIENCE.** The City may terminate this Agreement for convenience by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. If the Agreement is terminated by the City as provided in this Section the Contractor will be paid on a pro-rata basis for work performed.

7. **TIME OF ESSENCE.** The Consultant acknowledges that time is of the essence in providing the services under this Agreement and agrees to assign adequate personnel sufficient to respond to requests for service. (enter completion date if applicable)

8. **TERMINATION FOR CAUSE.** If through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligation under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. If the Agreement is terminated by the City as provided in this Section the Contractor will be paid an amount based on the number of hours actually worked at the hourly rates set forth herein, or if no hourly rate is set forth, Contractor shall be paid on a pro-rata basis for work performed. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Contractor, and the City may withhold any payments due the Contractor up to the full amount of the Contractor's fee, until such a time as the exact amount of damages due the City from the Contractor is determined by any Court of Competent Jurisdiction.

9. **COMPLIANCE WITH LAWS.** The Contractor shall observe and comply with federal, state, county and local laws, ordinances and regulations that affect the work to be done herein, and shall indemnify and hold the City harmless, and all of its officers, agents and servants against any claim or liability from or based on the violation of any such law, ordinance or regulation, whether by the Contractor or the Contractor's agent. Notwithstanding the foregoing, in the event that the Contractor determines that a conflict exists between any applicable law, ordinance and/or regulation, the Contractor will so advise the City and the City will decide which law, ordinance and/or regulation shall be followed.

ATTACHMENT B (CONTINUED)

10. **SUBCONTRACTS.** None of the services covered by this Agreement, shall be subcontracted without the prior written consent of the City. The Contractor will require all subcontractors to have in effect at all times insurance coverage for negligent acts, errors and omissions of subcontractors and their employees and the City shall be named as an insured party.

11. **ASSIGNMENT.** The Contractor shall not assign or transfer any interest in this Agreement without the prior written approval of the City.

12. **INSURANCE.** The Contractor shall carry insurance with limits as outlined under the attached Insurance Requirement document and shall provide to the City a certificate evidencing the same.

13. **CONFLICTS OF INTEREST.** The Contractor covenants that it has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.

14. **DISPUTES.** Except as otherwise provided in this agreement, any dispute concerning a question of fact arising out of this agreement which is not disposed of by agreement, shall be decided in accordance with Section 17-174 of the City's Purchasing Ordinance as set forth in Chapter 17 of the Rockville City Code.

15. **GOVERNING LAW.** This agreement is executed in the State of Maryland and shall be governed by Maryland law. The Contractor, by execution of this Agreement, consents to the jurisdiction of the Maryland state courts with respect to any dispute arising out of this agreement and further consents to venue in Montgomery County, Maryland.

16. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding and inure to the benefit of all successors and assigns of the parties hereto. Notwithstanding the foregoing, this Agreement shall be considered a personal services contract and the Contractor shall not assign any right or obligation under this Agreement without the City's express written consent which may be withheld in the City's sole and absolute discretion.

17. **INDEPENDENT CONTRACTOR.** The Contractor shall perform this Agreement as an independent contractor and shall not be considered an agent of the City, nor shall any of the Contractor's employees or agents be subagents of the City.

18. **PAYMENT TERMS.** Compensation shall be made by the City to the Contractor on a monthly basis. The fee for the work to be performed hereunder as set forth in the attached Exhibit A is in the amount not to (contract lump sum or NTE price). In the event the labor hours and expenses exceed this amount the Contractor shall complete the task with no additional compensation

19. **INVOICING.** Requisitions for payment shall include a complete description of the services rendered, personnel, hourly rates, hours and date of services. All requisitions shall be submitted to the (enter name).

20. **MODIFICATION.** This agreement may be modified only by written instrument signed by both parties hereto.

21. **ENTIRE AGREEMENT.** This agreement, including the exhibits attached hereto, constitutes the entire agreement between the City and the Contractor, and the parties shall not be bound by any prior negotiation, representations or promises, not contained herein.

IN WITNESS WHEREOF, the parties have set their hands and seals hereto on the date written above.

ATTEST

THE MAYOR AND COUNCIL OF ROCKVILLE

City Clerk

By: _____
City Manager

ATTEST

(Contractor/Consultant Name)

By: _____

Approved as to form and legality:

City Attorney

ATTACHMENT C – SAMPLE BOND – DO NOT RETURN

**CONTRACT PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____
_____ a (2) _____
hereinafter called "Principal" and (3) _____
of _____, State of _____ hereinafter called the "Surety", are held and firmly bound
unto (4) The Mayor and Council of Rockville, Maryland, hereinafter called "Owner", in the penal sum of *(100% of Contract Amount)* _____ Dollars
(\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the ____ day of _____, 20_____, a copy of which is hereto attached and made a part hereof for the construction of: _____

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

ATTACHMENT C (CONTINUED)

CONTRACT PERFORMANCE BOND

PAGE 2

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20__.

ATTEST:

Principal_____
Corporate Secretary or Asst. SecretaryBy _____ (Seal)
President or Vice President_____
(Print or Type Name and Title)_____
(Print or Type Name and Title)_____
(Address)

ATTEST:

Surety_____
Witness as to SuretyBy _____ (Seal)
Attorney-in-Fact_____
(Print or Type Name and Title)_____
(Print or Type Name)_____
(Address)_____
(Address)

NOTE: Date of Bond must not be prior to date of Contract.

- (1) Correct name of Contractor
- (2) A Corporation, a Partnership or an Individual
- (3) Name of Surety
- (4) Name of Owner
- (5) If Contract is Partnership, all partners should execute bond

ATTACHMENT D – SAMPLE BOND – DO NOT RETURN

**CONTRACT PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____
_____ a (2) _____
hereinafter called "Principal" and (3) _____
of _____, State of _____ hereinafter called the "Surety", are
held and firmly bound unto (4) The Mayor and Council, of Rockville, Maryland, hereinafter called "Owner", in the penal
sum of *(100% of Contract Amount)* _____
Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we
bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the
Owner, dated the _____ day of _____ 20____, a copy of which is hereto attached and made a part hereof for the
construction of: _____

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and
corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and
any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal,
repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all
insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then
this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change,
extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the
specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice
of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the
specifications

ATTACHMENT D – SAMPLE BOND – DO NOT RETURN

CONTRACT PAYMENT BOND

PAGE 2

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the ____ day of _____ 20__.

ATTEST:

Principal_____
Corporate Secretary or Asst. SecretaryBy _____ (Seal)
President or Vice President_____
(Print or Type Name and Title)_____
(Print or Type Name and Title)_____
(Address)

ATTEST:

Surety_____
Witness as to SuretyBy _____ (Seal)
Attorney-in-Fact_____
(Print or Type Name and Title)_____
(Print or Type Name)_____
(Address)_____
(Address)

NOTE: Date of Bond must not be prior to date of Contract.

- (1) Correct name of Contractor
- (2) A Corporation, a Partnership or an Individual
- (3) Name of Surety
- (4) Name of Owner
- (5) If Contract is Partnership, all partners should execute bond

EXHIBIT A – PERCENTAGE & TIERED DISCOUNTS PER CATEGORY

EXHIBIT A

1 of 75

Percentage and Tiered Discounts

Pricing to be by percentage discounts from manufacturers suggested list price and tiered pricing by categories. As an attachment to this proposal, proposer may include any additional discounts offered for specific items/categories not listed if applicable.

Entire Catalogue

	Base %	Tier I ≥\$10K-<\$25K	Tier II ≥\$25K-<\$50K	Tier III ≥\$50K-<\$100K	Tier IV ≥\$100K-<\$200K	Tier V ≥\$200K
<u>CASTINGS - MISCELLANEOUS</u>						
AY MCDONALD MANUFACTURING CO						
- Equipment & Supplies						
- Replacement/Repair Parts						
ACCUCAST INC						
- Equipment & Supplies						
- Replacement/Repair Parts						
ADAPTOR INC						
- Equipment & Supplies						
- Replacement/Repair Parts						
ADVANCED DRAINAGE SYSTEMS						
- Equipment & Supplies						
- Replacement/Repair Parts						
AMERICAN CONCRETE IND INC						
- Equipment & Supplies						
- Replacement/Repair Parts						
AQUA DYNAMIC						
- Equipment & Supplies						
- Replacement/Repair Parts						
BASS & HAYS FOUNDRY INC						
- Equipment & Supplies						
- Replacement/Repair Parts						
CLAY AND BAILEY MFG CO						
- Equipment & Supplies						
- Replacement/Repair Parts						
CONCRETE PRODUCTS						
- Equipment & Supplies						
- Replacement/Repair Parts						
CONTRACTOR SPECIALTIES						
- Equipment & Supplies						
- Replacement/Repair Parts						
DEETER FOUNDRY INC						
- Equipment & Supplies						
- Replacement/Repair Parts						
EJ USA INC						
- Equipment & Supplies						
- Replacement/Repair Parts						
ESS BROTHERS & SONS INC						
- Equipment & Supplies						
- Replacement/Repair Parts						
EXTRUSION TECHNOLOGIES INC						
- Equipment & Supplies						
- Replacement/Repair Parts						

EXHIBIT A HAS BEEN LOADED, IN ITS ENTIRETY, ON THE CITY'S WEB SITE AND THE E-MARYLAND MARKETPLACE

EXHIBIT B – RATES FOR RELATED SERVICES

EXHIBIT B

1 of 17

Rates For Related Services

Pricing is requested to be quoted per hour, per day and per month. Overtime pay must also be quoted. Rates per "Personnel Position" are requested with a brief description of qualifications. As an attachment to this proposal, proposer may include any additional discounts offered for specific items/categories not listed if applicable.

SERVICES	Hourly	Daily	Monthly	* Overtime				
CONTROL VALVE TESTING SERVICES								
Title _____	_____	_____	_____	_____				
Title _____	_____	_____	_____	_____				
Title _____	_____	_____	_____	_____				
Charge _____	_____	_____	_____	_____	_____			
Charge _____	_____	_____	_____	_____	_____			
Charge _____	_____	_____	_____	_____	_____			
Other _____	_____	_____	_____	_____				
Other _____	_____	_____	_____	_____				
Other _____	_____	_____	_____	_____				
	Hourly	Daily	Monthly	* Overtime				
CONTROL VALVE REPAIR SERVICES								
Title _____	_____	_____	_____	_____				
Title _____	_____	_____	_____	_____				
Title _____	_____	_____	_____	_____				
Charge _____	_____	_____	_____	_____	_____			
Charge _____	_____	_____	_____	_____	_____			
Charge _____	_____	_____	_____	_____	_____			
Other _____	_____	_____	_____	_____				
Other _____	_____	_____	_____	_____				
Other _____	_____	_____	_____	_____				
	Hourly	Daily	Monthly	* Overtime	Flat Fee			
CUSTOM CUTTING & MACHING SERVICES								
Title _____	_____	_____	_____	_____	_____			
Title _____	_____	_____	_____	_____	_____			
Title _____	_____	_____	_____	_____	_____			
Charge _____	_____	_____	_____	_____	_____			
Charge _____	_____	_____	_____	_____	_____			
Charge _____	_____	_____	_____	_____	_____			
Other _____	_____	_____	_____	_____	_____			
Other _____	_____	_____	_____	_____	_____			
Other _____	_____	_____	_____	_____	_____			

EXHIBIT B HAS BEEN LOADED, IN ITS ENTIRETY, ON THE CITY'S WEB SITE AND THE E-MARYLAND MARKETPLACE

EXHIBIT C – AFFIDAVIT**A F F I D A V I T**

I hereby affirm that:

I am the _____ and the duly authorized representative of the firm of _____
whose address is _____

and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I further affirm:

**AFFIDAVIT OF QUALIFICATION TO
CONTRACT WITH A PUBLIC BODY**

1. Except as described in Paragraph 2 below, neither I nor the above firm nor, to the best of my knowledge, any of its controlling stockholders, officers, directors, or partners, performing contracts with any public body (the State or any unit thereof, or any local governmental entity in the state, including any bi-county or multi-county entity), has:

A. been convicted under the laws of the State of Maryland, any other state, or the United States of any of the following:

- (1) bribery, attempted bribery, or conspiracy to bribe.
- (2) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract.
- (3) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property.
- (4) a criminal violation of an anti-trust statute.
- (5) a violation of the Racketeer Influenced and Corrupt Organization act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract.
- (6) a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland.
- (7) conspiracy to commit any of the foregoing.

B. pled nolo contendere to, or received probation before verdict for, a charge of any offense set forth in subsection A of this paragraph.

C. been found civilly liable under an anti-trust statute of the State of Maryland, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

D. during the course of an official investigation or other proceeding, admitted, in writing or under oath, an act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection A or C of this paragraph.

2. [State "none," or as appropriate, list any conviction, plea or admission as described in Paragraph 1 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any]. _____

3. I further affirm that neither I nor the above firm shall knowingly enter into a contract with the Mayor and Council of Rockville under which a person or business debarred or suspended from contracting with a public body under Title 16

of the State Finance and Procurement Article of the Annotated Code of Maryland, will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

I acknowledge that this Affidavit is to be furnished to the Mayor and Council of Rockville and, where appropriate, to the State Board of Public Works and to the Attorney General. I acknowledge that I am executing this Affidavit in compliance with the provisions of Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland which provides that persons who have engaged in certain prohibited activity may be disqualified, either by operation in law or after a hearing, from entering into contracts with the Mayor and Council of Rockville. I further acknowledge that if the representations set forth in this Affidavit are not true and correct, the Mayor and Council of Rockville may terminate any contract awarded, and take any other appropriate action.

NON—COLLUSION AFFIDAVIT

1. Am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

2. Such bid is genuine and is not a collusive or sham bid

3. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of Rockville, Maryland (Local Public Agency) or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

I do solemnly declare and affirm under the penalties of perjury that the contents of these affidavits are true and correct.

Signature and Title _____ Date _____

NAME OF BIDDER _____

RETURN THIS FORM WITH PROPOSAL

EXHIBIT D – PERCENTAGE AND TIERED DISCOUNTS FOR ENTIRE CATALOGUE**EXHIBIT D**

1 of 37

Percentage and Tiered Discounts for Entire Catalogue

Percentage discount from manufacturer's suggested list price and tier pricing for entire catalogue (i.e. - any and all other catalog categories not covered in Exhibit A.

Entire Catalogue	Base %	Tier I ≥\$10K-<\$25K	Tier II ≥\$25K-<\$50K	Tier III ≥\$50K-<\$100K	Tier IV ≥\$100K-<\$200K	Tier V ≥\$200K
3M						
- Equipment & Supplies						
- Replacement/Repair Parts						
3M DYNATLE						
- Equipment & Supplies						
- Replacement/Repair Parts						
A Y MCDONALD MFG CO						
- Equipment & Supplies						
- Replacement/Repair Parts						
AA THREAD SEAL TAPE INC						
- Equipment & Supplies						
- Replacement/Repair Parts						
ABS PUMPS INC						
- Equipment & Supplies						
- Replacement/Repair Parts						
ADA SOLUTIONS						
- Equipment & Supplies						
- Replacement/Repair Parts						
AIT						
- Equipment & Supplies						
- Replacement/Repair Parts						
ACCORD INDUSTRIES						
- Equipment & Supplies						
- Replacement/Repair Parts						
ACCUCAST INC						
- Equipment & Supplies						
- Replacement/Repair Parts						
ACTION BOLT & SUPPLY COMPANY						
- Equipment & Supplies						
- Replacement/Repair Parts						
ACTION BOLT & TOOL CO						
- Equipment & Supplies						
- Replacement/Repair Parts						
ACUDOR PRODUCTS INC						
- Equipment & Supplies						
- Replacement/Repair Parts						
ADAPTOR INC						
- Equipment & Supplies						
- Replacement/Repair Parts						
ADVANCE PRODUCTS & SYSTEMS INC						
- Equipment & Supplies						
- Replacement/Repair Parts						
ADVANCED DRAINAGE SYSTEMS INC						
- Equipment & Supplies						
- Replacement/Repair Parts						
AERVOE INDUSTRIES INC						
- Equipment & Supplies						
- Replacement/Repair Parts						
AERVOE-PACIFIC COMPANY						
- Equipment & Supplies						
- Replacement/Repair Parts						
AFCON						
- Equipment & Supplies						
- Replacement/Repair Parts						
AGF						
- Equipment & Supplies						
- Replacement/Repair Parts						

EXHIBIT D HAS BEEN LOADED, IN ITS ENTIRETY, ON THE CITY'S WEB SITE AND THE E-MARYLAND MARKETPLACE